

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2019-\_\_\_C**

Application of NextGen Communications, )  
Inc. for a Certificate of Public )  
Convenience and Necessity to Provide )  
Resold and Facilities-Based Local )  
Exchange Telecommunications Services )  
in the State of South Carolina, and for )  
Alternative and Flexible Regulation, and )  
for Expedited Consideration )  
\_\_\_\_\_ )

**APPLICATION OF NEXTGEN  
COMMUNICATIONS, INC. FOR A  
CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY**

NextGen Communications, Inc. (“NextGen” or “Applicant”), pursuant to S.C. Code § 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina (the “Commission”), respectfully submits this Application for a Certificate of Public Convenience and Necessity (“CPCN”) to Provide Facilities-Based Local Exchange Services and intrastate interexchange telecommunications services within the State of South Carolina. As explained in more detail below, NextGen requests such authority solely to permit it to provide Next Generation 9-1-1 (“NG9-1-1”) services in the state of South Carolina. NextGen requests for its local exchange telecommunications services in the State to be regulated in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 1997-467-C, as well as waiver of certain Commission regulations. NextGen submits the following information in support of this application:

**I. INTRODUCTION**

**A. Applicant's name and address:**

NextGen Communications, Inc.  
c/o TeleCommunication Systems, Inc.  
275 West Street, Suite 200  
Annapolis, Maryland 21401  
Tel: 410-263-7616  
Fax: 410-263-7617  
<https://www.comtech911.com/>  
[sst-compliance@comtechtel.com](mailto:sst-compliance@comtechtel.com)

**B. Correspondence concerning this Application should be directed to Applicant's attorneys:**

Frank R. Ellerbe, III  
Samuel J. Wellborn  
Robinson Gray Stepp & Laffitte, LLC  
1310 Gadsden Street  
Columbia, SC 29201  
Tel: 803-929-1400  
Email: [fellerbe@robinsongray.com](mailto:fellerbe@robinsongray.com)  
[swellborn@robinsongray.com](mailto:swellborn@robinsongray.com)

**with a copy to:**

Susan C. Ornstein  
Senior Director – Legal & Regulatory Affairs  
Comtech Safety & Security Technologies  
275 West Street, Suite 200  
Annapolis, Maryland 21401  
Tel: (202) 794-4102  
Email: [susan.ornstein@comtechtel.com](mailto:susan.ornstein@comtechtel.com)

**Following the grant of this Application, the Commission should direct all correspondence directly to Applicant's regulatory contact:**

Susan C. Ornstein  
Senior Director – Legal & Regulatory Affairs  
Comtech Safety & Security Technologies  
275 West Street, Suite 200  
Annapolis, Maryland 21401  
Tel: (202) 794-4102  
Email: [susan.ornstein@comtechtel.com](mailto:susan.ornstein@comtechtel.com)

**C. In support of this Application, the following exhibits are attached hereto:**

**Exhibit A** – Articles of Organization and Certificate of Authority to Operate in South Carolina

**Exhibit B** – Proposed Tariff

**Exhibit C** – Financial Information

**Exhibit D** – Management Biographies

**Exhibit E** – Proposed Notice of Filing and Hearing

**II. DESCRIPTION OF THE APPLICANT**

**A. Background Information**

NextGen, a Maryland corporation, is a wholly-owned subsidiary of TeleCommunication Systems, Inc. (“TSYS”), and an indirect, wholly-owned subsidiary of Comtech Telecommunications Corp. (“Comtech”). A copy of NextGen’s Articles of Incorporation and Certificate of Authority to Transact Business as a foreign corporation in South Carolina are attached hereto as **Exhibit A**.

NextGen currently holds certificates of authority or is registered to provide intrastate telecommunications services in Alabama, Alaska, Arizona, Arkansas, Connecticut, Delaware, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Utah, Vermont, Virginia, and Wisconsin. In many of these states, NextGen is currently only providing VoIP Positioning Center (“VPC”) and Mobile Positioning Center (“MPC”) services.

NextGen has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any regulatory authority.

## **B. Description of Proposed Services**

NextGen seeks authority to provide facilities-based and resold local exchange services. NextGen intends to offer 9-1-1 emergency services to government and quasi-government Public Safety Answering Points (“PSAPS”), including 9-1-1 selective routing, switching, aggregation and call transport. NextGen intends to provide emergency call routing, transport, and related functionalities to state and municipal governmental agencies to support PSAP operations. NextGen will rely primarily on existing facilities obtained from other carriers and utilities, however, NextGen may decide to construct its own facilities if deemed necessary.

NextGen does not currently provide, and does not currently have plans to start providing, local voice services to residential or business customers. In order to provide NG9-1-1 services in South Carolina, however, the requested CPCN is required. In addition, NextGen may require authority to provide facilities-based and resold local exchange telecommunications services in order to aggregate and transport emergency calls and/or calling data, as well as to obtain interconnection and co-location with other certificated carriers. Furthermore, the requested CPCN will enable NextGen to acquire and manage Pseudo Automatic numbering resources, which are essential to routing emergency calls. Should NextGen decide to expand its services as NG9-1-1 customers may require, NextGen will not provide any local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC’s service area, unless and until NextGen provides such rural incumbent LEC and the Commission with written notice of its intent to do so at least thirty (30) days prior to the date of the intended service.

NextGen will comply with all applicable Commission rules, regulations, and standards, and will provide safe, reliable, and high-quality telecommunications services in South Carolina. As discussed above, NextGen does not intend to provide retail residential local exchange services

in South Carolina, and therefore the bond requirement set forth in in S.C. Code Ann. Regs. 103-607 does not apply to NextGen.

NextGen's proposed tariff, setting forth the terms, conditions, rates, charges, and regulations pursuant to which NextGen proposes to provide regulated telecommunications service is attached hereto as **Exhibit B**.

### **C. Customer Service**

NextGen's planned service offerings will meet or exceed the Commission's quality of service requirements, and the connectivity of Next's network will not impair the statewide public switched telephone network. The following toll-free number is available for consumer inquiries: 1-800-959-3749. The person responsible for customer service is:

Andrew Singer  
 Director, Strategic Programs  
 Comtech Safety & Security Technologies  
 2401 Elliott Avenue, 2nd floor  
 Seattle, Washington 98121  
 Tel: (206) 792-2237  
 Email: andrew.singer@comtechtel.com

## **III. QUALIFICATIONS OF APPLICANT**

As described in greater detail below, NextGen possesses the requisite financial, technical, and managerial capabilities to provide telecommunications provider in South Carolina.

### **A. Financial Qualifications**

NextGen possesses the requisite financial resources to offer telecommunications services in South Carolina. The financial statements included in the Form 10-Q filing submitted by Applicant's parent company, Comtech Telecommunications Corp, for the quarterly period ended April 30, 2019 is attached hereto as **Exhibit C**. Further, as a NG9-1-1 services provider, NextGen does not intend to offer prepaid debit card services.

## **B. Technical and Managerial Qualifications**

NextGen, together with its parent company TSYS, has the technical and managerial experience necessary to provide the services it proposes. NextGen, as explained above, is the wholly-owned subsidiary of TSYS, a leading wireless and VoIP 911 location and call data provider. With unlimited access to the TSYS resources, NextGen is technically qualified to provide the proposed local exchange services in South Carolina.

In addition, NextGen's management team has extensive management and telecommunications experience. A description of NextGen's key personnel is attached hereto as **Exhibit D**.

## **IV. WAIVERS AND REGULATORY COMPLIANCE**

NextGen respectfully requests, pursuant to 10 S.C. Reg. 103-601(3), that the Commission waive the regulatory requirements that are inapplicable to competitive local exchange carriers because compliance with such rules would cause NextGen undue hardship. Specifically, NextGen requests a waiver of:

### **A. 10 S.C. Reg. 103-610**

NextGen requests a waiver of the Rule 103-610 requirement that all records required under the rules be kept within the State. NextGen maintains its records at its offices in Seattle, Washington and it would be unduly costly and burdensome to maintain a separate set of records in South Carolina for NextGen's South Carolina operations. If this waiver request is granted, NextGen will provide the Commission or the Office of Regulatory Staff ("ORS") with all required books and records in a timely manner upon written request.

### **B. 10 S.C. Reg. 103-611**

NextGen requests that it be exempt from any recordkeeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of

Accounts (“USOA”). As a competitive provider, NextGen is not subject to rate base regulation and, accordingly, should not be subject to USOA requirements. NextGen maintains its books in accordance with Generally Accepted Accounting Principles (“GAAP”), which will provide ORS and the Commission with a reliable method by which to evaluate NextGen’s operations.

**C. Reporting Requirements**

NextGen also requests waivers of any reporting requirements which, although applicable to incumbent local exchange carriers, are not applicable to competitive carriers such as NextGen since such requirements are not consistent with the demands of the competitive market and constitute an undue burden on a competitive carrier. In addition, NextGen reserves the right to seek any regulatory waivers which may be required for NextGen to compete effectively in the South Carolina telecommunications market.

**D. Alternative Regulation of Business Service Offerings**

To the extent applicable, NextGen requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is NextGen’s intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc.

**E. Directories**

NextGen does not intend to provide local dial tone services, and respectfully requests that it be exempt from publishing local exchange directories and providing directory assistance and directory listings.

## **F. Flexible Regulation of Local Exchange Services**

In Docket No. 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty (30) days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. NextGen submits that as a competitive provider of local telecommunications services, it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

## **V. PUBLIC INTEREST CONSIDERATIONS**

The Commission's grant of the requested CPCN will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina, in particular, the availability of competitive options for NG9-1-1 services. In addition, NextGen's entry into the market promotes technological innovation and cost efficiencies for customers. In addition, grant of this application is consistent with S.C. Code Ann. § 58-9-280(B), as amended by 1996 Act No. 354. Specifically, NextGen makes the following representations:

1. NextGen possesses the technical, managerial, and financial resources to sufficient to provide the services described in this application;
2. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
3. To the extent applicable and required by the Commission, NextGen will participate in the support of universally available telephone service at affordable rates;
4. NextGen's provision of the above-referenced services will not adversely impact the public interest; and
5. The provision of local service by Applicant will not adversely impact the public interest.



## VI. REQUEST FOR EXPEDITED REVIEW

If NextGen is successful in its bid to provide NG9-1-1 services in the South Carolina, NextGen is required to obtain a CPCN authorization prior to providing such advanced 9-1-1 services. The importance of ensuring a smooth transition from the legacy 9-1-1 provider, as well as the potentially life-saving benefits of updating the legacy 9-1-1 system in a timely manner warrants that the Commission expedite its consideration of this request for CPCN. To facilitate this request for expedited review, NextGen is filing herewith as **Exhibit E** to this Application a proposed notice of this Application that includes an expedited schedule for the pre-filing of its direct testimony.

## VII. CONCLUSION

Wherefore, based on the above-stated reasons, NextGen respectfully requests that the Commission expeditiously grant this Application for Authority to provide Facilities-Based and Resold Local Exchange and intrastate interexchange telecommunications services throughout the State of South Carolina, as well as grant NextGen's request for alternative and flexible regulation and the waivers described above.

Respectfully submitted,

s/Samuel J. Wellborn

Frank R. Ellerbe, III (SC Bar No. 01866)

Samuel J. Wellborn (SC Bar No. 101979)

ROBINSON GRAY STEPP & LAFFITTE, LLC

P.O. Box 11449

Columbia, SC 29211

(803) 929-1400

fellerbe@robinsongray.com

swellborn@robinsongray.com

### **SCHEDULE OF EXHIBITS**

<b>EXHIBIT A</b>	Articles of Organization and Certificate of Authority to Operate in South Carolina
<b>EXHIBIT B</b>	Proposed Tariff
<b>EXHIBIT C</b>	Financial Information
<b>EXHIBIT D</b>	Management Biographies
<b>EXHIBIT E</b>	Proposed Notice of Filing and Hearing

**EXHIBIT A**

**Articles of Organization and  
Certificate of Authority to Operate in South Carolina**

NextGen Communications, Inc.

RECEIVED  
DEPARTMENT OF  
ARTICLES OF INCORPORATION, STATEMENTS & TAXATION

THIS IS TO CERTIFY THAT:

2009 OCT 27 PM 1:21

FIRST: The undersigned, Bruce A. White, whose address is 275 West St, Annapolis, MD 21401, being at least 18 years of age, does hereby form a corporation under the general laws of the State of Maryland.

SECOND: The name of the corporation (the "Corporation") is:  
NextGen Communications, Inc.

THIRD: The Corporation is formed for the purpose of carrying on any lawful business.

FOURTH: The address of the principal office of the Corporation in this State is 275 West St, Annapolis, MD 21401.

FIFTH: The name and address of the resident agent of the Corporation in Maryland is Bruce A. White, c/o TeleCommunication Systems, Inc., 275 West St, Annapolis, MD 21401. Said resident agent is a citizen of Maryland and actually resides therein.

SIXTH: The total number of shares of stock which the Corporation has authority to issue is 1,000 shares of Common Stock, \$0.001 par value per share. The aggregate par value of all authorized shares having a par value is \$1.00. A majority of the entire Board of Directors, without action by the stockholders, may amend the charter to increase or decrease the aggregate number of shares of stock or the number of shares of stock of any class that the Corporation has authority to issue.

SEVENTH: The Corporation shall have a board of two directors unless the number is increased or decreased in accordance with the Bylaws of the Corporation. However, the number of directors shall never be less than the minimum number required by the Maryland General Corporation Law. The initial directors are:

Maurice B. Tosé  
Thomas M. Brandt, Jr.

EIGHTH: (a) The Corporation reserves the right to make any amendment of the charter, now or hereafter authorized by law, including any amendment which alters the contract rights, as expressly set forth in the charter, of any shares of outstanding stock.

(b) The Board of Directors of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter

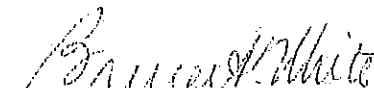
authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the Bylaws of the Corporation.

(c) Notwithstanding any provision of law requiring the authorization of any action by a greater proportion than a majority of the total number of shares of all classes of capital stock or of the total number of shares of any class of capital stock, such action shall be valid and effective if authorized by the affirmative vote of the holders of a majority of the total number of shares of all classes outstanding and entitled to vote thereon, except as otherwise provided in the charter.

NINTH: To the maximum extent of Maryland statutory or decisional law as in effect from time to time, no director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article, nor the adoption or amendment of any other provision of the charter or Bylaws inconsistent with this Article, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

TENTH: The Corporation shall indemnify (A) its directors and officers, whether serving the Corporation or at its request any other entity, to the full extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures and to the full extent permitted by law and (B) other employees and agents to such extent as shall be authorized by the Board of Directors or the Corporation's Bylaws and be permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such by-laws, resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the charter of the Corporation shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledge the same to be my act on this 27th day of October, 2008.

  
\_\_\_\_\_  
Bruce A. White  
Sole Incorporator

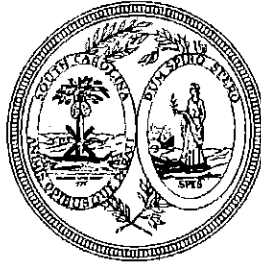
## Consent of Resident Agent

THE UNDERSIGNED, hereby consents to act as resident agent in Maryland for the entity named in the attached instrument.

Bruce A. White  
Bruce A. White

10/27/2008  
Date

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

**NEXTGEN COMMUNICATIONS, INC.,**  
a corporation duly organized under the laws of the state of **MARYLAND** and issued a certificate of authority to transact business in South Carolina on **February 2nd, 2009**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
4th day of February, 2009.

A handwritten signature in cursive script that reads "Mark Hammond".  
Mark Hammond, Secretary of State

**EXHIBIT B**

**Proposed Tariff**



Tariff Schedule Applicable to  
**TELECOMMUNICATION SERVICES**  
Telecommunications Services Furnished by  
NextGen Communications, Inc.  
Between Points within the State of South Carolina  
Susan Ornstein, Senior Director – Legal & Regulatory Affairs  
275 West Street  
Annapolis, MD 21401

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## INTRODUCTION

This Tariff of Terms and Conditions, Services, and Rates (“Tariff”) describes the rates, terms, and conditions pursuant to which NextGen Communication, Inc. (“NextGen” or “Company”) will provide 9-1-1 Emergency Services and NG9-1-1 Emergency Services in the state of South Carolina. By executing a NextGen Service Order Agreement (SOA), or by using or paying for the services provided herein, such Customer executing the SOA or paying for the services agrees to the service regulations and terms and conditions described herein.

The services covered in this Tariff are subject to availability. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities by the Company, when necessary because of lack of facilities, or due to some other case beyond the Company’s control.

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**TARIFF FORMAT**

Page Numbering. Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the Tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols. When changes are made in any Tariff page, a revised page will be issued replacing the affected Tariff page. Changes will be identified on the revised page(s) in the right hand margin on each line changed through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (O) To signify material relocated without change in text but with an increase in rate
- (R) To signify reduction
- (S) To signify reissued material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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**CHECK SHEET**

Sheets 1-\_\_\_\_\_ of this tariff are effective as of the date shown on an individual page. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date indicated.

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PAGE

TITLE

REVISION

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Issued: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Issued by: Susan Ornstein, Senior Director – Legal & Regulatory Affairs

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## 1. DEFINITIONS

### 1.1 9-1-1

A three-digit telephone number used to facilitate the reporting of an emergency requiring response by a public safety agency.

### 1.2 Aggregation

The services needed to receive 9-1-1 traffic from an Originating Service Provider (OSP) and deliver to the correct Core Service Provider.

### 1.3 Automatic Location Identification (ALI)

The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.

### 1.4 Automatic Number Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

### 1.5 Basic Local Exchange Services

The telecommunications service that provides a local dial tone line and local usage necessary to place or receive a call within an exchange area and any other services or features that may be added by the Commission

### 1.6 Border Control Function (BCF)

Provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet.

### 1.7 Calling Party Number (CPN)

The call-back number assigned to a wireless telephone.



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**1.8 Call Information Database (CIDB)**

The mandatory set of call information data as specified in NENA standard 71-001 that is beyond location data (address and geospatial coordinates).

**1.9 Call Routing Device**

The switching office from which a PSAP, either primary or secondary, is served. A Call Routing Device can include a Selective Router, ESRP, or other device for routing 9-1-1 calls to the appropriate PSAP.

**1.10 Central Office (CO)**

A switching unit providing telecommunication services to Customers, designed for terminating and interconnecting lines and trunks. More than one CO may be located in a building

**1.11 Commission**

The Public Service Commission of South Carolina.

**1.12 Company**

NextGen Communications, Inc. (a Maryland Corporation), the filer of this tariff. Company does not and will not provide basic local exchanges service.

**1.13 NG9-1-1 Database Management System (DBMS)**

NG9-1-1 DBMS is the complete next generation solution that replaces legacy ALI database management systems. It includes the NENA i3 functional elements: Location Interwork Function (LIF), the Location Information Server (LIS), Call Information Database (CIDB), Location Validation Function (LVF), and a web services portal.

**1.14 Default Routing (DR)**

A feature activated to route an incoming E9-1-1 call to a designated (default) PSAP when such incoming call cannot be selectively routed due to an ANI failure, or other causes.

**1.15 Display and Transfer Unit (DTU)**

A console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

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**SECTION 1. DEFINITIONS (cont'd.)**

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**1.16 Emergency Service Number (ESN)**

Unique numbers provided by the Company to be associated by the Customer with street address ranges or other mutually agreed upon routing criteria for selective routing of calls to unique combinations of police, fire, ambulance, and any other appropriate agencies responsible for providing emergency service in the E9-1-1 serving area.

**1.17 End Office**

The central office(s) which receive originating E9-1-1 calls.

**1.18 Enhanced 9-1-1 (E9-1-1) Service**

A telecommunications service that (depending upon configuration) uses ANI, ALI (including non-listed and non-published numbers and addresses), selective routing, and the three-digit number “9-1-1,” for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this tariff, E9-1-1 Service does not include discretionary equipment purchased, or contracted for, that is not essential to the provisioning of an E9-1-1 Service.

**1.19 Enhanced 9-1-1 (E9-1-1) Service Area**

The geographic area in which the E9-1-1 authority will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

**1.20 Emergency Service Zone (ESZ)**

A geographical area that represents a unique combination of emergency service agencies (e.g., Law Enforcement, Fire and Emergency Medical Service) that are within a specified 9-1-1 governing authority’s jurisdiction. An ESZ can be represented by an Emergency Service Number (ESN) to identify the ESZ.

**1.21 Location Database**

An ALI, Location Information Server, or other database that stores location information for emergency services use.

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**SECTION 1. DEFINITIONS (cont'd.)**

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**1.22 Master Geographic Information System (Master GIS)**

A system that acts as the master source for valid locations in a given geographic area. Traditionally, a legacy E9-1-1 DBMS is uses the Master Street Address Guide (MSAG) as the source for validation. In NG9-1-1, the source for validation is the Master GIS.

**1.23 Master Street Address Guide (MSAG)**

A data base of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

**1.24 National Emergency Number Association (NENA)**

An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education

**1.25 Next Generation 9-1-1 (NG9-1-1) Services**

NG9-1-1 is an IP-based system comprised of managed IP-based networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provide additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources and provide multimedia data capabilities for PSAPs and other emergency service organizations.

**1.26 Nonrecurring Charge (NRC)**

The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**1.27 Private Switch/Automatic Location Identification (PS/ALI) Customer**

The Private Switch or Location Database customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or a PBX owner/operator, or Centrex/CENTRON customer who desires to provide station location information to the E9-1-1 system.

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**SECTION 1. DEFINITIONS (cont'd.)****1.28 Pseudo Automatic Number Identification (pANI)**

A feature in which a number, assigned to the area served by a wireless communications provider's tower or a sector of the area served by a tower, is forwarded to the E9-1-1 Call Routing Device and to the PSAPs Display and Transfer Units.

**1.29 Public Safety Answering Point (PSAP)**

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of service agencies such as police, fire, or emergency medical or by employees of a common bureau serving a group of such entities.

**1.30 Public Safety Answering Point (PSAP) Trunk**

A trunk used to deliver ANY information from a Call Routing Device to a PSAP. The PSAP trunk may be set to receive a 9-1-1 call in several different formats. The trunk could be TDM or IP. The PSAP trunk is also used to connect and carry voice transmission, and in the case of IP (e.g. VoIP) possibly the location information, from the Call Routing Device.

**1.31 Routing Telephone Number (RTN)**

A number that when dialed rings to a specific PSAP. This is used for connectivity from the public switched telephone network (PSTN) to the 9-1-1 network of a PSAP.

**1.32 Selective Routing (SR)**

A form of call routing that may or may not be applicable to NextGen E9-1-1 that routes an E9-1-1 call from a central office to the designated primary PSAP based upon the identified number of the calling party. (See "Call Routing Device")

**1.33 Serving Control Office**

The PSTN control office from which a PSAP; either primary or secondary, is served. The Serving Control Office may be irrelevant to the NG9-1-1 IP-based solution.

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**SECTION 1. DEFINITIONS (cont'd.)**

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**1.34 Telecommunications Carrier**

Providers of telecommunications services that may be used to generate a 9-1-1 call and who would interconnect in any fashion to the 9-1-1 network, including wireline Incumbent Local Exchange Carriers (ILECs) and Competitive Local Exchange Carriers (CLECs), wireless service providers, VoIP service providers, operators of large private branch exchanges (PBXs), and any other entity providing telecommunications services to the general public.

**1.35 Valid Location**

An MSAG address, USPS address, lat/long, or any other PSAP approved location description.

**1.36 National Emergency Number Association (NENA) i3 Acronyms and Terms****1.36.1 Emergency Call Routing Function (ECRF)**

Receives location information (either civic address or geo-coordinates) as input and uses this information to provide a Uniform Resource Identifier (URI) that can be used to route an emergency call toward the appropriate PSAP for the caller's location.

**1.36.2 ESRP (Emergency Services Routing Proxy)**

Responsible for coordinating call routing (via ECRF/LoST; see below) and policy implementation for NG9-1-1.

**1.36.3 Legacy Network Gateway/ Legacy Selective Router Gateway (LNG/LSRG)**

The LNG NG9-1-1 functional element combined with the LSRG transitional element is a NG9-1-1 Trunking Service which receives Time Division Multiplexing (TDM) trunks from Communication Service Providers (CSPs).

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Issued by: Susan Ornstein, Senior Director – Legal &amp; Regulatory Affairs

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**SECTION 1. DEFINITIONS (cont'd.)**

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**1.36.4 Location Information Server (LIS)**

Functional entity that provides the locations of endpoints. A LIS can provide location by reference or location by value and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint—for example, an IP address, circuit ID or MAC address—and returns the location (whether value or reference) associated with that identifier. LIS is the key used by the ESRPs and ECRFs to implement Next Hop routing.

**1.36.5 Location to Service Translation (LoST)**

The LoST protocol is used to retrieve stored GIS database information and provides call routing and location validation information.

**1.36.6 Location Validation Function (LVF)**

The LVF stores and receives updates of the data required to provide the Call Routing Device and Location Database Service features and determines whether a location description is valid for the given area. This function was traditionally provided by an E9-1-1 DBMS using the MSAG. For NextGen 9-1-1, the data source will not be only the MSAG (if an MSAG is used at all). In NextGen 9-1-1, the creation of the valid locations is carried out by the GIS. The LVF provides service on the LoST server that provides GIS information to form the basis for validating location information from the LIS.

**1.36.7 Policy Routing Function (PRF)**

A database function that analyzes and applies ESInet or PSAP state elements to route calls, based on policy information associated with the next-hop.

**1.36.8 Session Initiation Protocol (SIP)**

An application level signaling protocol for setting up, modifying, and terminating real-time sessions between participants over an IP data network.

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## 2. RULES AND REGULATIONS

### 2.1 Application of the Tariff

This Tariff contains the regulations, terms, conditions, and maximum rates and charges applicable to intrastate exchange and networks services, and equipment furnished by the Company.

### 2.2 Availability of Company Tariff

A complete copy of the Company's current tariff is maintained at the Company's business office, which is located at: NextGen Communications, Inc., 275 West Street, Annapolis, MD 21401. Tariff(s) NextGen Communications, Inc., are also available at no charge on the Internet at: <https://www.comtech911.com/about-us/regulatory>. Pursuant to Commission rules,.

### 2.3 Undertaking of the Company

The Company intends to offer 9-1-1 emergency services to government and quasi-governmental agencies for use by those agencies and PSAPs. The Company may also provide other local exchange telecommunications services and interexchange telecommunications services including, but not limited to, business resold and facilities-based local, interexchange, bundled interexchange, and wholesale or carrier-to-carrier Next Generation 9-1-1 services; including, but not limited to, bundles of data, voice, telematics, location, and/or wireless services in support of Next Generation 9-1-1 service.

As the Company does not and will not provide residential telecommunications services, the Company does not have tariffed rules regarding the offering or disconnection of residential services.

### 2.4 Obligations of the Customer

The Customer shall be responsible for:

**2.4.1** Making proper application for service; placing any necessary orders, entering into a Service Order Agreement (SOA) with the Company; complying with the SOA and tariff regulations, and/or Individual Case Basis (ICB); payment of all applicable charges for services pursuant to the SOA, this tariff, and/or ICB; and not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

- 2.4.2** In the case of damage to, or destruction of, any of the Company's equipment, software, instruments, apparatus, accessories, or wiring due to the negligence or willful act of the Customer and not due to ordinary wear-and-tear, the Customer will be held responsible for the cost of restoring the equipment, software, instruments, apparatus, accessories or wiring to its original state, or of replacing the equipment, software, instruments, apparatus, accessories, or wiring that was destroyed. The Customer is required to reimburse the Company for loss—through theft—of equipment, software, instruments, apparatus, accessories, or wiring furnished to the Customer.
- 2.4.3** All operations at the Customer's premises will be performed at the expense of the Customer and will be required to conform to whatever rules and regulations the Company may adopt as necessary to maintain a proper standard of service.
- 2.4.4** The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment for the provisioning of the Company's services. Service connections for Company-provided services are to be made only by personnel so authorized by the Company.
- 2.4.5** The Customer shall ensure that the equipment and/or system properly interfaces with Company facilities or services; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and any service agreement between the Customer and the Company; and that these signals do not damage equipment, injure personnel, or degrade the level of service to other Customers. If the Federal Communications Commission (FCC), or some other appropriate certifying body, verifies terminal equipment as being technically acceptable for direct electrical connectivity to interstate communications services, the Company will permit such equipment to connect to its channels without using protective interface devices. If the Customer fails to properly maintain the equipment and/or the system, thereby resulting in imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this effort fails to result in satisfactory quality and safety, the Company may, upon five (5) days written notice via first class U.S. mail, terminate the Customer's service.

- 2.4.6** At all times, the Customer is required to provide adequate building space, lighting, power, and atmospheric control for the proper installation, operation, and maintenance of the equipment and facilities placed by the Company on the Customer's premises. When Company equipment, installed on the Customer's premises, requires power for its operation, the Customer is required to provide such power. At all times, the Customer is required to provide and maintain adequate commercial power, wiring, electrical outlets, and environmentally appropriate conditions necessary for the proper operation of the Company's equipment on the Customer's premises.
- 2.4.7** The Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and/or conduits necessary for the installation of communications cable and associated equipment used to provide services to the Customer, extending from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit the installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into a Service Order Agreement with the Customer.
- 2.4.8** To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for (a) any loss, destruction or damage to property of any third party, and (b) any liability incurred by the Company to any third party pursuant to this tariff, any other tariff of the Company, with a SOA, an ICB, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company—directly or indirectly—to such third party.

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage, and expense due to the following:

- 2.4.8.1** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes;

national emergencies, acts of terrorism, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof.

- 2.4.8.2 Any unlawful or unauthorized use of Company facilities and services.
- 2.4.8.3 Libel, slander, invasion of privacy, and the infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services.
- 2.4.8.4 Breaches in the privacy or security of communications transmitted over Company facilities.
- 2.4.8.5 Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.6 Liability of the Company.
- 2.4.8.6 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.4.8.7 Injury to property, or injury or death to persons, including claims for payments made under Workers' Compensation laws or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use, or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities.
- 2.4.8.8 Any non-completion of calls due to network-busy conditions.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

2.4.8.9 Any calls not actually attempted to be completed during any period when service is unavailable.

2.4.8.10 Any other claims resulting from any act or omission of the Customer or patrons of the Customer relating to the use of Company services or facilities.

**2.4.9** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

**2.4.10** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting from, in whole or in part, or arising in connection with the furnishing of service under this tariff, and SOA, or an ICB, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations, whether or not such other Customer or Joint or Authorized Users contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff, or an SOA, or an ICB is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature, other than those described in the preceding sentence.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)****2.5 Liability of the Company**

- 2.5.1** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.5.2** The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.
- 2.5.3** Except as provided below in this rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Company including exchange, toll, private line, alphabetical directory listings (excluding the use of bold face type), and all other services shall in no event exceed an amount equal to the pro rata charges to the customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect an any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- 2.5.4** Acceptance of the provisions of Section 2.5 by the Commission does not constitute its determination that any disclaimer or warranties or representations imposed by the Company should be upheld in a court of law.
- 2.5.5** Failure by the Company to assert its rights pursuant to one provision of this tariff, and SOA, or an ICB does not preclude the Company from asserting its rights under other provisions.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

- 2.5.6** As the Customer has exclusive control of its communications over the facilities furnished to it by the Company, and of other uses for which facilities may be furnished to it by the Company, and because of unavoidable errors incidental to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions, and limitations.
- 2.5.7** The Company shall be indemnified, defended, and held harmless by the Customer, or any third-party, against any claim, loss, or damage arising from the Customer's use of services, involving claims for libel, slander, or allegations of infringement of patent or copyright arising from the Customer's own communications or communications services.
- 2.5.8** Each Customer agrees to release, indemnify, defend, and hold harmless the Company from any loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person:
- 2.5.8.1** For any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them, or
  - 2.5.8.2** For any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 9-1-1 Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing NG9-1-1 Services hereunder, or
  - 2.5.8.3** Arising out of any act or omission of the Customer in the course of using services provided pursuant to this Tariff.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)****2.5.9 Limitation**

- 2.5.9.1 Except as otherwise provided herein, no liability for direct, incidental, punitive, or consequential damages shall attach to the Company, its officers, directors, agents, servants, or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, defects, or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the services or facilities (including the obtaining or furnishing of information in respect thereof) with respect to the Customer or users of the service or facilities in the absence of gross negligence or willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
- 2.5.9.2 The sole and exclusive remedy against the Company for an interruption or failure of service resulting from errors, mistakes, omissions, interruptions, failures, delays, defects, or malfunctions of equipment or facilities shall be as follows: At the Company's option, the Company shall either repair or replace any item of its facilities or defective part thereof at the Company's expense. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period the service was fully or partially inoperative.
- 2.5.9.3 Unless otherwise provided for by an SOA or ICB, title to all facilities and intellectual property provided in accordance with this tariff or such agreement remains with the Company, its partners, agents, contractors, or subcontractors, respectively.

**2.5.10 Service Irregularities by Connecting Carriers**

- 2.5.10.1 The Company offers the use of its facilities, when available, for communication between parties.



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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

2.5.10.2 When the Company uses the facilities or services of other companies to establish connections or provide services to the Customer, the Company shall not be liable for any act or omission of the other company or companies, their agents, their customers, or employees, that limit the ability of the Company to provide services to the Customer as described in the SOA, this tariff, or an ICB.

**2.5.11 Maintenance and Repair**

At the Customer's request, non-service-affecting maintenance and repair may be performed outside the Company's regular business hours or, in the Company's sole discretion and subject to any conditions it may impose, in hazardous locations. In such cases, charges to the Customer based upon the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges to the Customer may apply.

**2.5.12 Database Errors or Omissions**

Notwithstanding any other provisions herein, the Company expressly denies any representation or warranty that database records, data, or other information created, utilized, or furnished hereunder will be furnished without interruption or free of errors or omissions. In no event shall the Company, its officers, directors, agents, servants, or employees, be liable for direct, incidental, punitive, or consequential damages or costs arising from any such interruptions, errors, or omissions, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.

**2.5.13 Limitation of Liability**

Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)****2.6 Application for Service**

- 2.6.1** Applications for the establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of service, and shall be subject to the lawful rates, charges, conditions of service, and regulations of the Company.
- 2.6.2** If an application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the Customer.
- 2.6.3** Requests from Customers for additional services or equipment must be made in writing, and, upon approval of installation of the service, become a part of the original contract, except that each additional item is subject to the appropriate Tariff, or ICB, rates, charges, and initial contract period, if any.
- 2.6.4** Any change in rates, charges, or regulations authorized by the legally constituted authorities will act as a modification of all contracts to that extent, without further notice.
- 2.6.5** Initial Contract Period

Service is provided on a month-to-month or term-agreement basis. The Initial Period is seven (7) years unless otherwise specified in this tariff, or mutually agreed upon in the SOA or an ICB. Penalties may apply for early termination of an SOA or ICB.

- 2.6.5.1** Except as otherwise stated in this tariff, an SOA, or an ICB, at the expiration of the Initial Period, or in any extension thereof, service shall be renewed automatically for a three (3) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the Initial Period or any additional term. Termination shall not relieve the Customer of its obligations to pay any charges incurred prior to termination. The mutual rights and obligations that, by their nature, extend beyond the termination of the term of the Service Order Agreement, shall survive such termination.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)****2.6.6 Cancellation and Deferments**

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30)-business-day grace period. If after thirty (30) business days the Customer has still not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) may be applied. These cancellation and deferment provisions apply to requests for all Company services.

**2.6.7 Initiation of Service**

Within at least ten (10) days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company, only if such terms have not been previously disclosed in this Tariff, the SOA, or an ICB.

Each applicant for service shall provide credit information satisfactory to the Company, upon request by the Company. The Company may refuse service if credit is not established, or degrades, such that it is not satisfactory to the Company.

**2.6.8 Failure to Establish Credit**

Potential Customers who are denied service for failure to establish credit as described in this tariff will be given the reason for the denial in writing within ten (10) days of service denial, and an opportunity to satisfactorily establish credit.

**2.6.9 Fraud**

The Company shall have the right to refuse service if the acts of the Applicant are such as to indicate the intention to defraud the Company, or as to a Customer such that the acts indicate the intention to defraud or result in actual fraud against the Company. This includes, but is not limited to, fraudulently placing, and receiving calls and/or providing false credit information.

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Issued by: Susan Ornstein, Senior Director – Legal &amp; Regulatory Affairs

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**SECTION 2. RULES AND REGULATIONS (cont'd.)****2.7 Payment for Service**

- 2.7.1** The Customer is responsible for payment of all charges for facilities and/or services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.
- 2.7.2** Customers will be billed directly by the Company and charges will be included in the Customer's regular bill pursuant to billing and collection agreements established by the Company with the applicable Customer.
- 2.7.3** Unless otherwise specified, all charges for Company-provided services, equipment, and/or facilities, exclusive of usage or transaction sensitive charges, begin the day after service is installed, continue through the day service is disconnected, and are payable monthly in advance. Charges for usage or transaction-related services are payable monthly for services used in the previous billing cycle, except that the Company reserves the right to require payment of such charges at more frequent intervals.
- 2.7.4** When service does not begin on the first day of the month or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.
- 2.7.5** In the event a Customer is indebted to the Company for charges and services previously rendered in South Carolina, or for services under one or more accounts at the same location, and the Customer does not pay the charges or satisfy such indebtedness, the Company may charge and bill such indebtedness against other accounts of this Customer.
- 2.7.6** If payment from a Customer is less than the total amount of all charges owing to the Company and the Customer does not specifically designate how said payment should be applied, then the Company may apply all or any part of the payments received to such accounts or indebtedness in any manner the Company deems appropriate.
- 2.7.7** Except as otherwise specified, where the rate to be charged for a service is determined by applying a percentage or similar factor to a quoted rate, and such computation results in a fraction, the charge for the service shall be computed to the nearest cent, where a half-cent is increased to the next higher cent.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

- 2.7.8** The furnishing of services, equipment, and facilities and any indebtedness resulting therewith, shall not result in a lien, mortgage, or other security interest in any real or personal property of the Customer, unless such indebtedness has been reduced to judgment.
- 2.7.9** Service may be discontinued or refused to a Customer for the nonpayment of any sum for service furnished in the state of South Carolina or for the provision of facilities which also have been provided in South Carolina.
- 2.7.10** Unless otherwise specified, in the event it becomes necessary for service to be discontinued to a Customer for nonpayment, a written notice of at least seven (7) days (calculated from the date of mailing) will be given to the Customer that advises the Customer of the amount due and the date by which the same must be paid to avoid service being discontinued. If the Customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of the Company's equipment from the Customer's premises.
- 2.7.11** Payment of bills for service may be made by any means mutually acceptable to the Customer and the Company. Payment that is not honored or paid by the payer's designated financial institution will be considered as nonpayment. A returned payment charge is applicable to the account for each occasion where a payment is returned to the Company for reasons of insufficient funds or a closed account. The maximum Returned Payment Charge per occurrence is \$25.00.
- 2.7.12** Customers may have the following options as to the method of paying bills for Company-provided services: If by U.S. Mail, by check or money order only; or by any means acceptable to financial institutions and the Company.
- 2.7.13** Payments received by the Company on or before the due date on the Customer's bill will be considered timely. The following billing information shall be remitted with payment:
- Customer's name;
  - Customer's telephone number;
  - Customer's address;
  - Customer's Account Code (if applicable);
  - Customer's account type;
  - Amount of payment; and
  - Other information as required by this tariff, an SOA, or ICB.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

**2.7.14** Payments received by the Company after the due date on the Customer's bill may result in discontinuance of the Customer's service.

**2.7.15** The Company will not be responsible if a Customer's service is discontinued after payment has been remitted, unless the payment is timely, as set defined herein, or if the payment is not timely, the requirements of Section 2.8 Payment for Service have not been met.

**2.8 Customer Deposits**

The Company does not collect customer deposits for the establishment of service, except as provided for in Section 2.11 Customer Complaints, Billing Information, and Disputes.

**2.9 Customer Complaints, Billing Information, and Disputes****2.9.1 General Information**

**2.9.1.1** Customers must notify the Company in writing of billing or other disputes within thirty (30) days of the due date.

**2.9.1.2** The Company provides the following 24/7 toll-free number for customers: 1-800-959-3749.

**2.9.1.3** Except as provided in this tariff, an SOA, an ICB, or as directed by a Court, the Company will not collect attorneys' fees or court costs from customers.

**2.9.2 Disputed Bill Procedure**

**2.9.2.1** In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for services furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements.

**2.9.2.2** The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due By" date shown on the bill. The "Due By" date shall be no sooner than fifteen (15) days from the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)****2.10 Rates, Charges, Taxes, Surcharges, and Fees**

- 2.10.1** Rates schedules of the Company do not include any applicable municipal, license, franchise, gross receipts, income, or occupation tax, costs of furnishing service without charge, state or federal regulatory fees, or similar taxes, fees, or impositions on the Company.
- 2.10.2** The amount paid by the Company to a municipality or other government as a cost of doing business within that municipality under a franchise, right-of-way fees, or similar business taxes or fees within that municipality under a franchise, or pursuant to a license or occupation tax levied by the municipality or other government, if applicable, will be added to the bill for service to the Customer.
- 2.10.3** All state and local taxes and fees, if applicable, shall be listed as separate line items on the Customer's bill.
- 2.10.4** If a municipality, other political subdivision, local agency of government, or the Commission imposes and collects from the company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall—as allowed by law—be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision, or local agency of government.
- 2.10.5** The FCC is authorized to collect Universal Service Fund (USF) fees from providers of telecommunications services based upon an assessment of their interstate and international end-user revenues. Should the FCC determine that any services offered pursuant to this tariff, an SOA, or ICB are subject to USF fees, they shall be added to the Customer's bill consistent with USF rules.
- 2.10.6** Service shall not be subject to taxes and/or fees if the Customer timely provides the Company, and updates as required, written verification and/or authority, acceptable to the Company and to the relevant municipal, local, state, or federal authority, that the Customer has been granted an exemption from or is not subject to the respective fees or taxes.

**2.11 Adjustment of Charges****2.11.1 Service Interruptions**

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

- 2.11.1.1 As it applies to this provision, the term “interruption” shall mean the inability to complete calls, whether incoming or outgoing, or both. Interruption does not include, and no credit allowance shall be given for, service difficulties such as busy circuits, other network and/or switching capacity shortages, or as further defined.
- 2.11.1.2 The credit allowance will not apply where service is interrupted due to the negligence or willful act of the Customer, the failure of facilities provided by the Customer, or where the Company—pursuant to terms of the Tariff, an SOA, or ICB—suspends or terminates service because of unlawful or improper use of the facilities or services, or any other reason covered by the Tariff, or as further defined.
- 2.11.1.3 No credit allowance shall be made for interruptions due to electrical power failure where, by the provisions of this Tariff, the Customer is responsible for providing electrical power.
- 2.11.1.4 Should any such error, mistake, omission, interruption, failure, delay, defect, or malfunction of equipment or facilities result in an interruption or failure of service to a Customer for more than twelve (12) hours during a continuous twenty-four (24)-hour period after being reported by the Customer or discovered by the Company—whichever occurs first—an appropriate adjustment, related to the specific services interrupted, shall be made by the Company to the Customer’s bill. The adjustment, unless further defined, shall be a credit allowance on the monthly bill of one-thirtieth (1/30) of the tariff monthly rate for all usage-based services and facilities affected by such interruption, or failure for each occurrence of more than twelve (12)-hours in a continuous twenty-four (24)-hour time-period after notice by the Customer or discovery by the Company, whichever occurs first. Credit allowances in any one billing period shall not exceed the total charges for that period for the services and facilities that are affected by the interruption or failure.
- 2.11.1.5 In addition, and not by way of limitation, if there is a delay in the installation of service, if any service date is promised, or any failure to service or properly maintain the items of service as provided for herein concerning maintenance, or any failure to repair or replace the items of service, a refund of payment shall be the exclusive remedy against the Company.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

**2.11.2** Under all circumstances set forth above, the Company shall not be liable to the Customer or any other persons for special, incidental, punitive, or consequential damages, losses, expenses, or costs, if any.

**2.11.3 Overcharge/Undercharge**

When a customer has been overcharged, that amount shall be refunded or credited to the Customer. It shall be the obligation of the Customer to notify the Company of any interruptions in service.

**2.12 Special Services**

**2.12.1** If a Customer requests a special arrangement which may include, but is not limited to, engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, the Company may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

**2.12.2** The rates and charges quoted in the Tariffs of the Company contemplate the use of service arrangements, equipment, and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested that are not provided for in the Company's applicable Tariffs, monthly rates, and one-time charges—such as nonrecurring and construction charges—those will apply based upon the circumstances in each case.

**2.12.3** These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period commensurate with relevant circumstances.

**2.12.4** The specified rates and charges contemplate that work will be performed during regular working hours and that work, once begun, will not be interrupted by the Customer. If, at the request of the Customer, work is performed outside of regular working hours, either to meet the Customer's convenience or because the time allowed is insufficient to permit its completion during regular hours, or if the Customer interrupts work which has begun, the Customer may be required to pay any additional costs incurred.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

**2.12.5** The rates and charges quoted in the Tariffs of the Company contemplate the use of standard procedures and practices for furnishing services, equipment, and facilities. Where the Customer requests special procedures or practices, such as expedited material handling or shortened installation intervals, overtime, etc., additional rates and charges will apply based on the circumstances in each case. These special practices or procedures will be provided at the discretion of the Company, depending upon each individual case.

**2.13 Termination of Service**

**2.13.1** Customers may cancel service in writing, unless specified differently within an SOA or ICB. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's billing cycle, unless otherwise noted in the description of the affected service.

**2.13.2** If a Customer cancels an SOA or ICB or terminates services before the completion of the term for any reason whatsoever, other than due to a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination.

**2.13.3** The Customer's liability for the early cancellation or termination of service shall be equal to the following:

2.13.3.1 All unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer;

2.13.3.2 Any disconnection, early cancellation, or termination charges reasonably incurred and paid or owed to third parties by the Company on behalf of the Customer;

2.13.3.3 To the extent there is no other requirement for use by the Company for facilities specially constructed at the request of the Customer pursuant to Section 2.12 Special Services, termination charges in addition to those described in this Section may apply.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

**2.13.4** Inclusion of termination liability by the Company in this tariff, an SOA, or an ICB, does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

**2.14 Provision and Use of Service and Facilities**

**2.14.1** Customer service will be furnished to Customers for: The Customer; the Customer's employees and representatives; Customers who share the Company's service; and Joint users of Company-provided services (only when joint use is permitted in this Tariff).

**2.14.2** The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the Company's services.

**2.14.3** Unless otherwise limited, the Company's services are available for use twenty-four (24) hours per day.

**2.14.4 Unlawful Use of Service**

**2.14.4.1** Service shall not be used for any purpose in violation of law or for any use where the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a Customer when:

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

2.14.4.1.1 An order shall be issued, signed by a judge, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.14.4.1.2 The Company is notified in writing by a law enforcement agency acting within its authority that any facility furnished by the Company is being used, or will be used, for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.14.4.2 If service has been physically disconnected by law enforcement officials at the Customer's premises, and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the Customer and subsequent agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.14.5 Obligation to Furnish Service**

2.14.5.1 The Company's obligation to furnish service or to continue to furnish service is dependent upon its ability to obtain, retain, and maintain (with just and reasonable earnings), suitable legal rights, rights-of-way, and facilities, necessary to provide for the installation of those facilities required to the furnishing and maintenance of service. At the option of the Company in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities under construction are not readily available to meet service demands.

2.14.5.2 When connections are requested, but the facilities to provide required connections at the Company location normally designated to serve the premises of the Customer are inadequate, facilities may be furnished from another Company location to provide the requested interconnection. Under such circumstances, additional monthly rates and installation charges will apply.

**2.14.6 Limited Communication**

The Company reserves the right to limit the use of its services when emergency conditions arise that cause a shortage of facilities.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)****2.14.7 Resale/Sharing of Service**

Service on Customers' premises furnished by the Company shall not be used for performing any part of the work of transmitting, delivering, or collecting any message where any toll or consideration has been or is to be paid any party other than the Company, without written prior consent of the Company.

**2.14.8** The Company shall be responsible to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

**2.14.9** The Company may substitute, change, or rearrange any equipment, underlying provider, or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.

**2.14.10** Equipment the Company provides or installs at the Customer premises for use with the services the Company offers shall not be used for any purpose other than that for which it was provided.

**2.15 Denial of Service by Company****2.15.1 Denial of Service Without Notice**

The Company may discontinue/disconnect/terminate service without notice for any of the following reasons:

**2.15.1.1 Hazardous Conditions.** For a condition on the Customer's premises determined by the Company to be hazardous.

**2.15.1.2 Abuse.** Use of service that interferes with another Customer's service, one that is used for any purpose other than its intended purpose, or if a Customer or user causes or permits any signals or voltages to be transmitted over the Company's network in such a manner as to cause a hazard or to interfere with services to other Company Customers.

**2.15.1.3 Tampering with Company Property.** Customer's tampering with equipment furnished and owned by the Company.

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**SECTION 2. RULES AND REGULATIONS (cont'd.)**

2.15.1.4 Unlawful Use of Service. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Upon request of an order from a court, acting within its authority and advising that such service is being used or will be used in violation of the law, service will be discontinued.

**2.15.2 Denial of Service, With Notice:**

The Company may discontinue service for any of the following reasons provided it has notified the Customer in writing of its intent to deny service and has allowed the Customer a reasonable time of not less than ten (10) days in which to remove the cause for denial.

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### 3. DESCRIPTION OF SERVICES

#### 3.1 Next Generation 9-1-1 (NG9-1-1) Service

Next Generation 9-1-1 Service, also referred to as NG9-1-1, is the communication service whereby one or more Public Safety Answering Points (PSAP) designated by the local 9-1-1 authority may receive calls from various devices dialed to the telephone number 9-1-1. The calls may be a voice, text, photo, video, or telematics generated by smart devices, Voice over Internet Protocol (VoIP) telephones or landline telephones. The prior generation of 9-1-1 services is the traditional Legacy Enhanced 9-1-1 (E9-1-1) Service. Legacy E9-1-1 Service has typically included lines and equipment within one telephone company exchange and/or area served by a Mobile Telephone Switching Office, which could be connected to lines and equipment in another telephone company exchange to permit answering, transferring and dispatching of public emergency telephone 9-1-1 calls originated by persons within the same serving area. Legacy E9-1-1 service provided for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.

In general, the 9-1-1 industry has become more decentralized insofar that no single company is likely provide all of the 9-1-1 hardware, software, or features. The use of twisted pair telephone “lines” is becoming obsolete, replaced by broadband IP connectivity via cable, DSL, or other dedicated IP networks. NextGen anticipates that different companies shall provide the IP network infrastructure, while other companies provide the NG9-1-1 content, features, and functions. This tariff identifies the rules, regulations, and rates that shall govern the Company’s offering of the NG9-1-1 content, features, and functions also referenced as an NG9-1-1 Solution or Service. This tariff does not address the provisioning of any IP network infrastructure. The Company’s NG9-1-1 solution is forward and backward compatible to support both NG9-1-1 and E9-1-1 content, features, and functions.

**3.1.1** NG9-1-1 Service is offered subject to availability of IP broadband facilities; rights-of-way (if necessary), and materials.

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**SECTION 3. DESCRIPTION OF SERVICES (cont'd.)****3.1.2** The NG9-1-1 Customer may be:

- 3.1.2.1 A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated.

The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone areas arranged for 9-1-1 calling.

- 3.1.2.2 A private telecommunications service provider of LEC, CLEC, wireless or VoIP service with an obligation to route originating emergency 9-1-1 calls to the appropriate PSAP.

- 3.1.2.3 A private enterprise with a PBX telephone system with a desire to route emergency calls to the appropriate PSAP.

**3.2 NG9-1-1 Service Terms and Conditions**

- 3.2.1** NG9-1-1 Service is limited to the use of the central office, VoIP, or mobile telephone switching office telephone number 9-1-1 as the universal emergency telephone number. The Company does not provide the telephone number or dial tone. These services will be provided by the telecommunications carrier.

- 3.2.2** The 9-1-1 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other telephone services as provided in other tariffs of other providers of telephone services.

- 3.2.3** NG9-1-1 service is furnished to the Customer only for the purpose of receiving reports of emergencies by the public.

- 3.2.4** NG9-1-1 Service provides a one-way incoming service to the appropriate PSAP.



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**SECTION 3. DESCRIPTION OF SERVICES (cont'd.)**

- 3.2.5** NG9-1-1 Service is provided solely for the benefit of the Customer operating the PSAP(s), or for the carrier providing telecommunications or data communications service to individuals. The provision of the E9-1-1 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the Customer(s).
- 3.2.6** The Company does undertake to provide NG9-1-1 services using facilities obtained by the PSAP to enable the PSAPs personnel to respond to emergency calls on the PSAPs premises. The PSAP is responsible for the provision and maintenance of cable and wire facilities on the PSAPs side of the Demarcation Point.
- 3.2.7** NG9-1-1 information consisting of the names, addresses and telephone numbers of telephone customers of carriers using Company service is confidential. This information will be provided via Location Database data on a call-by-call basis only for the purpose of responding to emergency calls.
- 3.2.8** The NG9-1-1 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating station location are furnished to the PSAP.
- 3.2.9** Default Routing will be provided in lieu of Selective Routing and ANI/ALI Display for E9-1-1 systems served from central offices or mobile telephone switching offices not equipped to transmit ANI.
- 3.2.10** The rates charged for NG9-1-1 Service do not contemplate the inspection or 100 percent constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Customer shall make such operational tests as, in the judgment of the Customer(s), are required to determine whether the system is functioning properly for its use. The Customer(s) shall notify the Company promptly in the event the system is not functioning properly.
- 3.2.11** It is the obligation of the 9-1-1 authority to make arrangements to handle all E9-1-1 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the E9-1-1 authority's public safety jurisdiction.

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**SECTION 3. DESCRIPTION OF SERVICES (cont'd.)**

- 3.2.12** Applications for NG9-1-1 Service must be executed in writing by each PSAP or 9-1-1 authority. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the Customer.
- 3.2.13** The PSAP or 9-1-1 authority is required to furnish the Company its agreement to the following terms and conditions. The 9-1-1 authority will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming 9-1-1 calls recommended by the Company. The 9-1-1 authority is to ensure that PSAP premises equipment selected to operate E9-1-1 system features is compatible with the service furnished by the Company. The 9-1-1 authority is responsible for the provision and maintenance of cable and wire facilities on the 9-1-1 authority's side of the Demarcation Point.
- 3.2.14** When the Selective Routing (or comparable) feature is provided, PSAP is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service. The PSAP is responsible for identifying the 9-1-1 serving area and for associating the Company-provided ESNs with the street address ranges or other criteria for selective routing of calls. Legacy ESNs may be used. ESNs will be carried in the DBMS or equivalent to permit routing of 9-1-1 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the 9-1-1 serving area. The following terms define the 9-1-1 authority's responsibility in providing this information.
- 3.2.14.1 Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the 9-1-1 authority to the Company prior to the effective date of service. If the PSAP has legacy ESNs assigned by previous 9-1-1 service providers, these ESNs may be retained if the PSAP prefers.

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**SECTION 3. DESCRIPTION OF SERVICES (cont'd.)**

- 3.2.14.2 After establishment of service, it is the relevant South Carolina ILEC's responsibility to continue to verify the accuracy of routing information contained in the address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies, jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.
- 3.2.14.3 The Company will provide; with reasonable frequency to the 9-1-1 authority as required or permitted by law, a complete electronic copy of the address file previously supplied to the Company by the 9-1-1 authority to permit the 9-1-1 authority to verify accuracy of the police, fire, and ambulance PSAP routing designation.
- 3.2.14.4 Changes, deletions and additions which the PSAP desires to have made in the address file should be submitted on an "as occurred" basis.
- 3.2.14.5 The Company will furnish an electronic copy to the 9-1-1 authority for verifications showing each change, deletion, and addition to the address file.

**3.3 NG9-1-1 Trunking Services**

Telecommunications carriers may terminate time division multiplex (TDM) trunks from their switch to the LNG/LSRG ingress points. They may also terminate session initiation protocol (SIP) trunks from their switch to the NG9-1-1 Call Routing Device. All calls routed to the Call Routing Device must be via Internet protocol (IP) in SIP format. The Company recommends that legacy carriers acquire protocol converters to convert traditional wireline protocols into IP. Other formats may be considered at the discretion of the Company.

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**SECTION 3. DESCRIPTION OF SERVICES (cont'd.)****3.4 NG9-1-1 Core Services**

NG9-1-1 Core Services (NGCS) deployed to support NG9-1-1 services built upon the NENA i3 requirements and standards documents in the state of South Carolina. The NENA i3 solution shall support end-to-end IP connectivity. Gateways will be used to accommodate legacy wireline and wireless origination networks, as well as legacy PSAPs that interconnect to the NENA i3 solution architecture. Functional elements included in the NGCS are: ESRP, PRF, ECRF, and LVF. Logging is provided for all functional elements within the NGCS.

**3.5 NG9-1-1 Services**

NG9-1-1 Services deployed to support NG9-1-1 within the state of South Carolina.

**3.5.1 Aggregation**

The LNG/LSRG aggregates 9-1-1 calls originating from multiple sources in multiple 9-1-1 jurisdictions onto circuits that terminate at the NGCS demarcation point. The PSAP does not need to designate or arrange for the connectivity between the local telecommunications carrier(s) to the LNG/LSRGs, or from the ESInet to the customer premises demarcation point. The PSAP or 9-1-1 authority is obligated to acquire connectivity to the IP network.

**3.5.2 NG9-1-1 Call Routing Service**

Using NG9-1-1 geospatial routing capabilities and LoST, the device shall deliver the 9-1-1 call and location data to the PSAPs. It is the Customer's responsibility to designate the alternate location if traffic is to be routed to a secondary PSAP. The Customer may designate routing requirements in the Policy Routing Function.

**3.5.3 NG9-1-1 Location Database Service**

The complete NG9-1-1 DBMS for ALI replacement that includes the delivery of the caller's location data and the call data to PSAPs. The call data provides the PSAP, for example, the class of service and the disability indicator.

#### **4. NG9-1-1 SERVICE OFFERINGS AND FEATURES**

##### **4.1 NG9-1-1 Service Features Offerings Overview**

NG9-1-1 Service is available with the following Service Feature Offerings: Automatic Location Identification and default routing and Call Routing Service. ANI is contingent upon transmission of ANI by the telephone service provider and receipt by the company. Location Database Service is contingent upon the ALI service providers providing the ALI databases.

The service feature offerings include provision of NG9-1-1 service to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information on compatible customer-provided terminal equipment. The amount of bandwidth to a PSAP will be determined by the Company based upon anticipated call traffic volumes. The Customer is responsible for the provision and maintenance of cable and wire facilities on the Customer's side of the Demarcation Point. Secondary PSAPs not equipped to display ANI will receive calls on a transfer basis over the exchange network or the Customer may subscribe to IP access.

##### **4.2 Standard Features**

The following standard features are included with each of the service offerings:

- Default Routing;
- Alternate Routing; and
- Call Transfer.

##### **4.3 Trunk Features**

Trunks and/or IP circuits may be obtained from either the local exchange carrier, or other facilities provider. The Company provides the points of ingress (POIs) where the TDM and/or SIP trunks may terminate.

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**SECTION 4. NG9-1-1 SERVICE OFFERINGS AND FEATURES (cont'd.)**

**4.4 NG9-1-1 Call Routing Service Features**

NG9-1-1 call routing service features include:

- Emergency Service Routing Proxy and Policy Routing Function (ESRP/PRF);
- Emergency Call Routing Function and Location Validation Function (ECRF/LVF);
- Delivery of 9-1-1 voice call;
- Delivery of location data; and
- Delivery of additional data content relative to each 9-1-1 call.

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**5. DESCRIPTION OF OTHER SERVICES AND OFFERINGS****5.1 Trial Services**

The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval, if required. Such trials are limited to a maximum of six (6) months at which time the trial offering must be either withdrawn or made available on permanent basis.

**5.2 Promotional Offerings**

**5.2.1** The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service.

**5.2.2** To be eligible for a promotional offering, a prospective customer must meet the requirements for the eligible service as described in this Tariff.

**5.2.3** Promotional offerings are limited to a maximum of six (6) months at which time the promotional offering must be either withdrawn or made available on a permanent basis.

**5.2.4** All promotions, regardless of whether services are given away for free, are subject to Commission approval, if required. The Company may file a promotional offering on one (1) day notice to the Commission.

**5.2.5** When promotional offerings are made available by the Company, the Company will post the promotional offerings on its website at [www.comtech911.com](http://www.comtech911.com), or by contacting the Company on non-holiday weekdays, 8:00 am to 4:00 pm, at 1-800-959-3749 or by email at [sst-sales@comtechtel.com](mailto:sst-sales@comtechtel.com).

**5.3 Individual Case Basis Offerings**

In lieu of this tariff, rates, terms, and other conditions of service for the Company's services may be established as negotiated on an individual case basis (ICB), considering unique conditions including, but not limited to, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tarified rates. An ICB service or feature may be in lieu of, in support of, or in addition to a tarified service or feature. All customers have non-discriminatory access to requesting the service under an ICB rate.

**6. RATES, CHARGES, AND CONDITIONS OF SERVICE****6.1 NG9-1-1 Service Rates and Charges**

<b>NG9-1-1 Service Description</b>	<b>Non-Recurring Cost (NRC)</b>	<b>Monthly Recurring Cost (MRC)</b>
NG9-1-1 Core Services	ICB	ICB
NG9-1-1 Aggregation	ICB	ICB
NG9-1-1 Call Routing	ICB	ICB
NG9-1-1 Trunking	ICB	ICB
NG9-1-1 Location Database	ICB	ICB

**6.2 Recurring and Non-Recurring Charges.**

Recurring and non-recurring charges for all services provided pursuant to this tariff may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

**6.3 Rates by ICB**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, and recurring charges for the Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law or regulation.



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**EXHIBIT C**

**Financial Information**

## ITEM 6. SELECTED CONSOLIDATED FINANCIAL DATA

The following table shows selected historical consolidated financial data for our Company.

Detailed historical financial information is included in the audited consolidated financial statements for fiscal 2019, 2018 and 2017.

	Fiscal Years Ended July 31, (In thousands, except per share amounts)				
	2019	2018	2017	2016	2015
<b>Consolidated Statement of Operations Data:</b>					
Net sales	\$ 671,797	570,589	550,368	411,004	307,289
Cost of sales	424,357	346,648	332,183	239,767	168,405
Gross profit	247,440	223,941	218,185	171,237	138,884
Expenses:					
Selling, general and administrative	128,639	113,922	116,080	94,932	62,680
Research and development	56,407	53,869	54,260	42,190	35,916
Amortization of intangibles	18,320	21,075	22,823	13,415	6,211
Settlement of intellectual property litigation	(3,204)	—	(12,020)	—	—
Acquisition plan expenses	5,871	—	—	21,276	—
	206,033	188,866	181,143	171,813	104,807
Operating income (loss)	41,407	35,075	37,042	(576)	34,077
Other expenses (income):					
Interest expense	9,245	10,195	11,629	7,750	479
Write-off of deferred financing costs	3,217	—	—	—	—
Interest (income) and other	35	254	(68)	(134)	(405)
Income (loss) before provision for (benefit from) income taxes	28,910	24,626	25,481	(8,192)	34,003
Provision for (benefit from) income taxes	3,869	(5,143)	9,654	(454)	10,758
Net income (loss)	\$ 25,041	29,769	15,827	(7,738)	23,245
Net income (loss) per share:					
Basic	\$ 1.04	1.25	0.68	(0.46)	1.43
Diluted	\$ 1.03	1.24	0.67	(0.46)	1.42
Weighted average number of common shares outstanding – basic	24,124	23,825	23,433	16,972	16,203
Weighted average number of common and common equivalent shares outstanding – diluted	24,302	24,040	23,489	16,972	16,418

## EXHIBIT C

	Fiscal Years Ended July 31, (In thousands)				
	2019	2018	2017	2016	2015
<b>Other Consolidated Operating Data:</b>					
Backlog at period-end	\$ 682,954	630,695	446,230	484,005	117,744
New orders	724,056	755,054	512,593	451,278	291,621
Research and development expenditures - internal and customer funded	71,086	70,793	81,310	59,622	45,144
Adjusted EBITDA	93,472	78,374	70,705	48,062	51,761

	As of July 31, (In thousands)				
	2019	2018	2017	2016	2015
<b>Consolidated Balance Sheet Data:</b>					
Total assets	\$ 887,711	845,157	832,063	921,196	473,877
Working capital	134,967	114,477	96,833	119,493	236,419
Debt, including capital leases and other obligations	165,757	167,899	195,802	258,649	—
Other liabilities	18,822	4,117	2,655	4,105	3,633
Stockholders' equity	535,082	505,684	480,150	470,401	401,409

**Non-GAAP Financial Data**

This Annual Report on Form 10-K contains a Non-GAAP financial metric for the Company titled Adjusted EBITDA, which represents earnings (loss) before income taxes, interest (income) and other expense, write-off of deferred financing costs, interest expense, amortization of stock-based compensation, amortization of intangibles, depreciation expense, estimated contract settlement costs, settlement of intellectual property litigation, acquisition plan expenses, facility exit costs and strategic alternatives analysis expenses and other. In future periods, we expect to incur expenses similar to the aforementioned items and investors should not infer from our presentation of Adjusted EBITDA that these costs are unusual, infrequent or non-recurring. These items, while periodically affecting our results, may vary significantly from period to period and may have a disproportionate effect in a given period, thereby affecting the comparability of results.

Adjusted EBITDA is a Non-GAAP financial measure used by management in assessing Comtech's operating results. Although closely aligned, Comtech's definition of Adjusted EBITDA is different than the Consolidated EBITDA (as such term is defined in our Credit Facility, as amended) utilized for financial covenant calculations and also may differ from the definition of EBITDA or Adjusted EBITDA used by other companies and therefore, may not be comparable to similarly titled measures used by other companies. Our Adjusted EBITDA is also a measure frequently requested by Comtech's investors and analysts. We believe that investors and analysts may use Adjusted EBITDA, along with other information contained in our SEC filings, in assessing our performance and comparability of our results with other companies.

Non-GAAP financial measures have limitations as an analytical tool as they exclude the financial impact of transactions necessary to conduct our business, such as the granting of equity compensation awards, and are not intended to be an alternative to financial measures prepared in accordance with GAAP. Non-GAAP financial measures should be considered in addition to, and not as a substitute for or superior to, financial measures determined in accordance with GAAP. Investors are advised to carefully review the GAAP financial results that are disclosed in our SEC filings.

The following is a reconciliation of net income (loss), the most comparable GAAP measure, to Adjusted EBITDA:

	Fiscal Years Ended July 31, (In thousands)				
	2019	2018	2017	2016	2015
<b>Adjusted EBITDA:</b>					
Net income (loss)	\$ 25,041	29,769	15,827	(7,738)	23,245
Provision for (benefit from) income taxes	3,869	(5,143)	9,654	(454)	10,758
Interest (income) and other	35	254	(68)	(134)	(405)
Write-off of deferred financing costs	3,217	—	—	—	—
Interest expense	9,245	10,195	11,629	7,750	479
Amortization of stock-based compensation	11,427	8,569	8,506	4,117	4,363
Amortization of intangibles	18,320	21,075	22,823	13,415	6,211
Depreciation	11,927	13,655	14,354	9,830	6,525
Estimated contract settlement costs	6,351	—	—	—	—
Settlement of intellectual property litigation	(3,204)	—	(12,020)	—	—
Acquisition plan expenses	5,871	—	—	21,276	—
Strategic alternatives analysis and other	—	—	—	—	585
Facility exit costs	1,373	—	—	—	—
Adjusted EBITDA	<u>\$ 93,472</u>	<u>78,374</u>	<u>70,705</u>	<u>48,062</u>	<u>51,761</u>

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Overview

We are a leading provider of advanced communications solutions for both commercial and government customers worldwide. Our solutions fulfill our customers' needs for secure wireless communications in some of the most demanding environments, including those where traditional communications are unavailable or cost-prohibitive, and in mission-critical and other scenarios where performance is crucial.

We manage our business through two reportable operating segments:

- Commercial Solutions - offers satellite ground station technologies (such as modems and amplifiers), public safety and location technologies (such as 911 call routing and mapping solutions) to commercial customers and smaller government customers, such as state and local governments. This segment also serves certain large government customers (including the U.S. government) that have requirements for off-the-shelf commercial equipment.
- Government Solutions - provides mission-critical technologies (such as tactical satellite-based networks and ongoing support for complicated communication networks) and high-performance transmission technologies (such as troposcatter systems and solid-state, high-power amplifiers) to large government end-users (including those of foreign countries), large international customers and domestic prime contractors.

In fiscal 2020, we have rebranded our operating segment product groups to better align with our end markets. Prior descriptions of these product lines were updated to reflect such changes.

**EXHIBIT D**

**Management Biographies**

**NextGen Communications, Inc.  
Management Biographies 2019**

**Kent Hellebust, President of Comtech's Safety and Security Technologies Group, including NextGen Communications, Inc.**

Kent Hellebust has served as President since April 2018. Prior to April 2018, Mr. Hellebust served as Vice President and General Manager of the wireless and VoIP businesses. Mr. Hellebust served as Vice President of TSYS's Safety & Security Group prior to Comtech's acquisition of TeleCommunication Systems, Inc. (TSYS) and NextGen Communications, Inc. (NextGen). Before joining TSYS, Mr. Hellebust served as the Chief Marketing Officer and General Manager of the SMB segment of Access Line Communications. Other roles previously held by Mr. Hellebust include Executive Vice President of Infospace, Senior Vice President of Bsquare Corp, and Director of Marketing and Product Management at AT&T Wireless (now AT&T Mobility). Mr. Hellebust graduated with an Masters in Business Administration (MBA) from The Wharton School of the University of Pennsylvania, and with a Bachelor of Arts degree in Economics from Wesleyan University.

**Brian McNealy, Vice President, Sales, TeleCommunication Systems, Inc. (parent company of NextGen)**

Brian McNealy brings over 38 years of experience in telecommunications across public safety, wireless, IP and enterprise verticals to his role as vice president of sales. He is responsible for product sales associated with the public safety market. He has extensive knowledge in public safety networks, locations services and call handling solutions. Prior to NextGen, Mr. McNealy served as senior vice president of global commercial sales at TeleCommunication Systems, Inc., where he was responsible for sales associated with the commercial portfolio that included 9-1-1, messaging, security, and locations solutions. From 2008-2011, Mr. McNealy held the position of vice president of sales at Camiant, Inc. and governed all aspects of sales and account management for service providers and channel partners worldwide. As Verisign, Inc.'s vice president of sales, Mr. McNealy managed sales organizations for the Americas that represented a portfolio of mobile media, interactive messaging, core network services, security solutions, and managed services. Mr. McNealy has also had senior roles in sales, product management and marketing at Telcordia Technologies, FusionOne, and Nortel Networks. Mr. McNealy earned a Bachelor of Business Administration degree from James Madison University and an MBA degree from George Washington University.

**Mark Longstaff, Vice President of Service Delivery, TeleCommunication Systems, Inc. (parent company of NextGen)**

Mark Longstaff has served as Vice President of Service Delivery for Comtech's Safety & Security Technologies division since 2013 and is responsible for the day-to-day delivery of Comtech public safety solutions to customers. Prior to that role, Mr. Longstaff served in various operational and program management roles at TeleCommunication Systems, Inc. (acquired by Comtech in 2016) since 2002. Mr. Longstaff's technology career began in 1995 with telecom consultancies The Walter Group (TWG) and Wireless Facilities Inc (WFI) where he managed the deployment of a variety of cellular, microwave and fiber optic network topologies throughout North America. Mr. Longstaff graduated from the University of Washington with a Bachelor of Arts degree in Economics and lives in Seattle.

**NextGen Communications, Inc.  
Management Biographies 2019**

**Roger Marshall, Senior Member of the Technical Staff, TeleCommunication Systems, Inc.  
(parent company of NextGen)**

Roger Marshall has been a part of Comtech's Safety & Security Technologies division, and NextGen Communications, Inc., since 2005 working in the areas of technical standards development. Prior to that role, Mr. Marshall has worked in various roles including program management, operational engineering and product marketing at TeleCommunication Systems, Inc. (acquired by Comtech in 2016) since 1999. Mr. Marshall's engineering background began in 1985 with the testing of advanced techniques in materials science & engineering as applied to the aerospace industry. From 1992, he has been involved with a diverse set of network and computing platforms within an engineering, manufacturing, and business environment. Mr. Marshall holds a Bachelor of Science degree in Mechanical Engineering from the University of Washington and lives south of Seattle.

**Sharon Borough, Vice President Software Development and Delivery, TeleCommunication Systems, Inc. (parent company of NextGen)**

Sharon Borough joined Comtech's Safety and Security Technologies Group and NextGen in April 2018. Prior to this role, Ms. Borough served as Vice President Merchant and Acquirer Processing Product Development at Visa Inc. Sharon's career in technology spans over 25 years with 20 years in software product development, 15 years in wireless telecommunications, and 10 years in senior leadership roles. Ms. Borough holds a Bachelor of Science degree in Computer Engineering from the University of Washington.

**Nancy Stallone, Vice President of Finance, Comtech Telecommunications Corp.**

Nancy Stallone joined Comtech in 2006 and currently serves as the Vice President of Finance for Comtech Telecommunications Corp. Prior to joining Comtech she served as Vice President Internal Audit at Atkins Nutritionals, Inc. Ms. Stallone holds a Bachelor of Science degree in Accounting from Long Island University, C.W. Post Campus and an Executive MBA from Saint Joseph's College.



**EXHIBIT E**

**Proposed Notice of Filing and Hearing**

## PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

## CLERK'S OFFICE

**NOTICE OF FILING AND HEARING AND PREFILE TESTIMONY DEADLINES****DOCKET NO. 2019-\_\_\_\_-C**

Application of NextGen Communications, Inc. for a Certificate of Public Convenience and Necessity

NextGen Communications, Inc. ("Applicant" or "the Company") has filed an Application with the Public Service Commission of South Carolina ("Commission") for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange Telecommunications Services in the State of South Carolina, and for Alternative and Flexible Regulation, and for Expedited Consideration. The Application was filed pursuant to S.C. Code Ann. §58-9-280, and Section 253 of the Telecommunications Act of 1996. The Applicant requests that the Commission regulate its local telecommunication services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 1997-467-C.

A copy of the company's application can be found on the Commission's website at [www.psc.sc.gov](http://www.psc.sc.gov) under Docket No. 2019-\_\_\_\_-C. Additionally, a copy of the application is available from the Company's representative Samuel J. Wellborn, Robinson Gray Stepp & Laffitte, LLC, Post Office Box 11449, Columbia, South Carolina 29211.

Any person who wishes to participate in this matter as a party of record should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before **December 30, 2019**, by filing the Petition to Intervene with the Commission, by providing a copy to the Office of Regulatory Staff and by providing a copy to all parties of record. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. ***Please refer to Docket No. 2019-\_\_\_\_-C and mail a copy to all other parties in this docket.*** Any person who seeks to intervene and who wishes to testify and present evidence at the hearing should notify, in writing, the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the company at the above address, on or before **December 30, 2019**. ***Please refer to Docket No. 2019-\_\_\_\_-C.***

**PLEASE TAKE NOTICE** that a hearing, pursuant to S.C. Code Ann. Regs. 103-817, on the above matter has been scheduled to begin on **Monday, February 03, 2020, at 10:00 a.m.**, before a Hearing Examiner in the Commission's Hearing Room at 101 Executive Center Drive, Suite 100, Saluda Building, Columbia, South Carolina 29210 for the purpose of receiving testimony and evidence from all interested parties.

**PLEASE BE ADVISED** that pursuant to S.C. Code Ann. Section 58-9-280, as amended, the Commission will invoke the 120-day period allowed for consideration of this matter.

**INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenors only):** All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's **Direct Testimony** Due: **12/27/2019**; Other Parties of Record **Direct Testimony** Due: **1/10/2020**; Applicant's **Rebuttal Testimony** Due: **1/17/2020**; and Other Parties of Record **Surrebuttal Testimony** Due: **1/24/2020**. All Prefiled Testimony Deadlines are subject to the information as posted on [www.psc.sc.gov](http://www.psc.sc.gov) under ***Docket No. 2019-\_\_\_\_-C.***

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to [www.psc.sc.gov](http://www.psc.sc.gov) and ***Docket No. 2019-\_\_\_\_-C.***

**PLEASE TAKE NOTICE** that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at [www.psc.sc.gov](http://www.psc.sc.gov).

11/13/19